

October 8, 2009

"This letter was sent to those on the attached list."

Subject: Bridge Climbing Inspections – Term Contract (2010-2011)

The Montana Department of Transportation, Engineering Division, is requesting Statement of Qualifications proposals from interested consulting firms to conduct climbing inspections of approximately 7 to 10 bridges statewide.

MDT intends to establish a term contract to use a consultant on an "as needed" basis for inspections as they become available. Only one firm will be selected to complete this work. The contract is a two year term contract from January 2010 to December 2011. The contract agreement will be administered on a cost plus fixed fee basis.

Scope of Work

1. General

- A. The consultant will provide the necessary personnel, equipment, and expertise to complete a thorough inspection of all visible deck, superstructure and substructure elements.
- B. The consultant will provide and operate any specialized equipment needed to fully inspect all parts of bridges. Underwater inspection requiring specialized dive training and equipment is not included in this work.
- C. The consultant will coordinate all necessary traffic control and with the department, ensure that the traffic control complies with the requirements in the MUTCD.
- D. The consultant will provide all necessary coordination with railroads for inspections involving railroad right-of-way.

2. Personnel

- A. At least one member of the inspection team shall meet one of the following qualifications. He/she shall:
 - be a licensed professional engineer and have completed a comprehensive training course based on the Bridge Inspector's Training Manual, published by FHWA, and have experience in both NBI and Element Level inspection.

- have a minimum of 5 years experience in bridge inspection assignments in a responsible capacity including both NBI and Element Level inspection and have completed a comprehensive training course based on the Bridge Inspector's Training Manual, published by FHWA.

B. The member meeting these qualifications shall be on site at all times during the inspection. This person will be responsible for the evaluation of each structure.

3. Coordination and Scheduling

Before the inspections begin, a tentative schedule of the inspections will be provided to the Bridge Management Section so that the District Inspection Coordinators can be informed ahead of time when the inspection team will be in their district.

4. Bridge Inspection

A. All inspection operations shall be conducted in accordance with the applicable OSHA safety standards.

B. The inspection team will provide all the equipment necessary to complete the inspections.

C. All elements will be visually inspected. Perform NBI Element Level and fracture critical inspections in accordance with MDT and FHWA standards.

D. Inspect all steel elements and details from a distance not greater than "arms length".

E. Notify the Bridge Management contact person and the District Inspection Coordinator immediately of any serious findings that affect the serviceability of the bridge.

F. For timber elements, if rot is suspected, a representative sampling of the suspect elements (piles, caps or girders) will be bored or drilled to determine the extent of rot present. The holes left by this operation shall be plugged with treated hardwood dowels.

6. Photography

A. Photography will be used to document the findings of the inspection. Areas of distress especially, but also locations showing the typical condition of the components shall be photographed.

B. In addition to the photography used to present a structure's condition, two photos are required at each bridge. One will show a portal

view at one end and the other an elevation view from one side. These photos will be used to:

- ensure proper identification of the bridge
- show the current condition of the approach roadway and
- show any load posting that may be present.

7. Quality Control Plan

Provide a copy of the quality control plan that will be used during inspections to insure consistent, thorough inspections are performed.

8. Report

A. For each bridge inspected, a report will contain the following information:

1) An evaluation of the overall condition of the components including photographs, sketches, and diagrams used to substantiate the findings. Include a printout of the current inspection from the MDT database highlighting changes.

2) Recommendations for any short or long term repairs or maintenance.

B. Two hard copies and a digital copy of each final report will be submitted within three months of completion of the fieldwork. Each copy will contain prints of the photographs taken. Photocopies of photographs will not be acceptable.

Project Location

The locations of the bridges are statewide.

Project Schedule

The project schedule will be determined for each individual work assignment.

Submittal of Proposals

Please submit four (4) copies of your Statement of Qualifications proposal by 5:00 p.m., Local Time, on October 28, 2009 to:

Tim J. Conway, P.E.
Consultant Design Engineer
Montana Department of Transportation
2701 Prospect Avenue, P.O. Box 201001
Helena, MT 59620-1001

Proposal Contents:

The proposal must contain the information listed in this section. ***Please organize your proposal in the same order and numbering format as shown below, which will assist MDT in reviewing your proposal.***

1) Quality of Firm and Personnel

A) Related experience on similar projects.

Provide a discussion of your firm's previous related project experience as it relates to the scope of services detailed in this RFP.

Five Pages - Maximum

B) Qualifications, experience and training of personnel to be assigned to projects.

Discuss the qualifications, experience, and training of the professional staff that will be utilized for this contract. Include an organization chart that indicates the project staff, their area of expertise, registration, and office location.

Three Pages - Maximum

Include brief resumes that describe the education, training, experience, and qualifications of the personnel listed above (***Place in Appendix A***).

Provide a copy of the quality control plan that will be used during inspections.

Two Pages - Maximum

2) Capacity and Capability of Firm

A) Ability to meet technical requirements and applications.

Briefly describe the services your firm will provide MDT during this contract, including professional expertise and technical capabilities that your firm possesses. Discuss any subcontractors and support services that you anticipate utilizing and describe their expertise as it relates to this contract.

Three Pages - Maximum

B) Compatibility of systems, equipment, i.e., CADD and word processing, etc.

Provide a brief discussion on the computer systems and software that your firm utilizes (i.e. Word, Excel, Microstation, ArcView,

etc.). Describe any additional support equipment you intend to use for this term contract.

One Page - Maximum

- C) Capability of firm to meet project time requirements.

Briefly describe your ability to meet project schedules based on available staff and projected workload during the next two years.

One Page - Maximum

- D) Capability to respond to project and MDT requirements.

Describe your firm's approach in preparing work plans/cost estimates, reports and implementing work and managing projects. Briefly discuss your firm's ability to respond to fast-tracked or emergency projects. Describe your firm's ability to work on projects in various parts of the state (i.e. staffing availability, office locations, etc.)

One Page - Maximum

List as references all of the firm's clients from the past three (3) years for projects involving similar work. Include client name, contact person, and phone number. Give range of contract value. (Do not include Federal Standard Forms (SF) 330) (***Place in Appendix B***).

Provide proof that the firm's Indirect Cost Rate (overhead rate) has been audited in accordance with 23 CFR §172.7(b) for the cost principles of 48 CFR Part 31 by a cognizant agency or through an audit by an independent CPA firm. The Indirect Cost Rate and audit must be based on the firm's latest completed fiscal year's costs. A six-month grace period for obtaining an audit is generally allowed following the close of a firm's fiscal year. For example, if the firm's fiscal year ended on June 30, 2009, an audit based on that fiscal year would be required by December 31, 2009. However, if the firm's fiscal year follows the calendar year, an audit based on fiscal year 2009 (which ended December 31, 2009) would be required now and would be acceptable until July 1, 2010.

Acceptable proof of an audit includes portions of an audit report itself or a letter from the audit agency acknowledging the audit and time period for which it applies. If an audit is in progress but has not been completed, a letter stating such from the audit agency will suffice. If an audit report or portions thereof are submitted, make sure the actual financial information is blocked out or unreadable. MDT does not want to know what the rate is at this time. The intent is to establish proof of an audit, not to see what the Indirect Cost Rate is. Consultant selections by MDT for engineering, surveying, architectural, and other design related disciplines are based on qualifications, not cost.

Proof of an audit must be included for any subconsultants that are also a part of the team and are expected to provide services in excess of \$100,000. Proof of an audit is not

required for non-professional type services using unit prices or fee schedules such as laboratory testing and drilling subcontracts, or professional services commonly provided on a per unit basis such as right-of-way appraisal and acquisition services. Usually, those services are a minor part of anticipated work. However, if your firm provides professional services such as engineering, surveying, architectural, or other design related services, proof of an Indirect Cost Rate audit is required even if unit prices and fee schedules are used. If the firm or any subconsultant uses such pricing of its services, please note that in the proposal. (*Place in Appendix C*)

Do not show any actual numerical financial information such as the overhead rate or personnel rates. Specific cost information of the firm or team should not be part of the proposal.

Failure to provide the requested information may disqualify the firm for this project.

Proposal Evaluation

All proposals will be evaluated in accordance with the following factors:

- 1) Quality of Firm and Personnel:**35 pts.**
 - A) Related experience on similar projects.
 - B) Qualifications, experience and training of personnel to be assigned to the project.
- 2) Capacity and Capability of Firm: **35 pts.**
 - A) Ability to meet technical requirements and applications.
 - B) Compatibility of systems, equipment, software, etc.
 - C) Capability of firm to meet project time requirements.
 - D) Capability to respond to project and MDT requirements.
- 3) Record of Past Performance and Reference checks: **30 pts.**
 - A) Previous record with MDT, quality of work, on-schedule performance and cooperation with the Consultant Design Engineer and other MDT personnel.
 - B) No previous record with MDT will require reference checks.

DBE Goals:

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT webpage, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>.

Nondiscrimination Compliance:

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

If you have any questions, please contact me at (406) 444-7292 or (800) 335-7592 TTY, or by e-mail at tconway@mt.gov.

Tim J. Conway, P.E.
Consultant Design Engineer

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copies: Loran Frazier, Administrator - Highways and Engineering Division
James A. Walther, P.E., Preconstruction Engineer
K.M. Barnes, Bridge Engineer
M. Murphy, P.E., Bridge Management Engineer
T. J. Conway, Consultant Design Engineer
R.A. Peterson, Consultant Plans Engineer
W. Stewart, DBE Program Manager, Civil Rights Bureau
S.Cozzie, Civil Rights Bureau
J. Skoog, Executive Director ACEC
Consultant Design File - (2010-2011 Bridge Climbing Inspection Term Contract)

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the Consultant (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

A) **COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS**

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or

directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate